

**RE-OPENER TO COLLECTIVE BARGAINING AGREEMENT  
BETWEEN VILLAGE OF RIDGEWOOD AND THE RIDGEWOOD FIRE  
OFFICERS ASSOCIATION  
JANUARY 1, 2009 THROUGH DECEMBER 31, 2012**

**THIS MEMORANDUM OF AGREEMENT** (hereinafter referred to as "Agreement") is entered into this 20<sup>th</sup> day of May 2010 between Village of Ridgewood (hereinafter referred to as "Village") and Ridgewood Fire Officers Association (hereinafter referred to as "FOA").

**WHEREAS**, the FOA is the exclusive representative of all full-time uniformed Fire Officers employed by the Village; and

**WHEREAS**, the parties previously negotiated and entered into a collective bargaining agreement with respect to the terms of an agreement for Fire Officers employed by the Village for the period January 1, 2009 to December 31, 2012; and

**WHEREAS**, in or about September 2009, the Village advised the FOA that it was seeking to re-open the parties current collective bargaining agreement; and

**WHEREAS**, the FOA and the Village are desirous of reaching a resolution of issues presented at negotiation sessions relating to the Village's desire to re-open the parties collective bargaining agreement; and

**WHEREAS**, the parties have agreed to resolve the issues presented in this matter according to the terms set forth below; and

**NOW, THEREFORE, BE IT RESOLVED**, that the parties hereby agree and intend to be legally bound by the following terms and conditions:

1. **Duration**. The current collective bargaining agreement which is effective from January 1, 2009 through December 31, 2012 shall be extended for an additional two years so that the collective bargaining agreement will now be effective from January 1, 2009 through December 31, 2014.
2. **Salary Increases**. The salary increases to be effective for the duration of the Agreement shall be as follows:

July 1, 2010 - The 1.5% increase will be deferred until December 31, 2010;  
January 1, 2011 - 2.5% increase to be paid on January 1, 2011;  
July 1, 2011 - The 1.5% increase will be deferred until December 31, 2011;  
January 1, 2012 - 2.5% increase to be paid on January 1, 2012;  
July 1, 2012 - The 1.5% increase will be deferred until December 31, 2012;  
January 1, 2013 - 2.5% increase to be paid on January 1, 2013;  
July 1, 2013 - The 1.5% increase will be deferred until December 31, 2013;  
January 1, 2014 - 2.5% increase to be paid on January 1, 2014.

3. **Salary Increase Deferral**. Any member who is planning to retire from employment with the Fire Department between July 1 and December 31 of

any year of the Agreement that notifies the Village of their intention to retire by June 1 of the year prior to their retirement will receive any deferred payment they will be entitled to on July 1 of each year. This means, for example, if an individual plans on retiring on August 1, 2013, they must notify the Village of their decision to retire on June 1, 2012 so that they receive the 1.5% increase on July 1, 2012 and July 1, 2013 instead of December 31 of 2012 and 2013 respectively.

4. **Health Insurance Contribution.** Employees hired prior to the execution of this Agreement shall continue to solely pay \$20.00 per pay (\$480.00 annually) towards their health benefits until September 30, 2014. The \$20.00 payment towards health benefits shall be eliminated on September 30, 2014. Effective October 1, 2014, the State mandated medical contribution amount will become effective for all members who will not be retiring by December 31, 2014. Retirement papers must be submitted and approved by the New Jersey Division of Pensions and Benefits by September 30, 2014 in order to avoid the State mandated health benefits payment for active employees.
5. **Overtime.** Upon execution of this Agreement, each member of the Fire Department will be required to work one 24-hour overtime shift at time and one half (1 ½) to be compensated in the form of 36 hours of compensatory time off to be called "OT Time", in lieu of receiving cash overtime pay for the 24-hour shift. Any additional overtime work completed by the member after the one OT Time shift is completed shall be paid in cash overtime. Both parties understand and agree that nothing in this section is meant to nor does it violate any provision of the FLSA, and all reading of the language shall be in compliance with law.

The 36 hours of "OT Time" shall be used in the following manner:

- A) The 36 hours of OT Time shall never be turned in for a cash payment at any time.
- B) The 36 hours of OT Time shall be utilized by December 31, 2012, as overseen and approved by the Chief, or it will be forfeited without pay.
- C) The use of OT Time will not cause overtime.
- D) If OT Time off is approved and prior to the use of the OT Time off it is determined that the OT Time off will cause overtime, the use of the OT Time off will be rescinded in whole or in part to alleviate the overtime and the employee will be able to reschedule the use of the OT Time off on a later date at the employees choosing.
- E) Any member who will retire prior to December 31, 2012 must use the OT Time off prior to their retirement date or they will forfeit the benefit without pay.

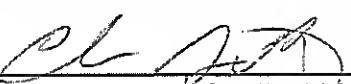
6. **Compensatory Time Off Bank.** With regard to the compensatory time bank for the 2010 calendar year, members of the FOA agree that to the extent they have or will attain a full compensatory time bank of 20 days in

2010, they will not seek to cash in their unused compensatory time days from 2010. Members of the FOA agree that they will use all of the 2010 compensatory time days by February 28, 2011, as overseen and approved by the Chief. Any member retiring from the Fire Department on or before February 28, 2011 will be exempt from the subject matter of this provision of the Agreement. Both parties understand and agree that nothing in this section is meant to nor does it violate any provision of the FLSA, and all reading of the language shall be in compliance with law.

IN WITNESS WHEREOF, the VILLAGE and the FOA have caused this Re-Opener to the Collective Bargaining Agreement to be signed by their duly authorized representatives on this 21<sup>st</sup> day of May, 2010

  
\_\_\_\_\_  
Kenneth Gabbert, Village Manager

5/20/10  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lt. Chris DuFlocq, FOA President

5/20/10  
\_\_\_\_\_  
Date

## AGREEMENT IN PRINCIPLE

### Village of Ridgewood/Fire Department Unions – Fire Officers

1. Three (3) platoons will increase to thirteen (13) Fire Fighters each  
(Currently twelve (12) due to vacancies). *Forty (40) total w/Chief, KAG C.P.*
2. No change to minimum staffing (Chief decision) of nine (9) Fire Fighters (two (2) are Officers)  
Per Union, additional Fire Fighters per shift “virtually eliminates overtime”.
3. Confirming three (3) Fire Fighters to be hired.
4. All Fire Fighters would be capped at a cash payout of five (5) twenty-four (24) hour days a year. Any members with bank over twenty (20) days would use or forfeit. Current is up to fourteen (14) payout-annually.
5. Two additional compensation days added – forty-eight (48) hours.  
No overtime to be created  
Two (2) additional vacation days added, one each at fifteenth (15<sup>th</sup>) year of service and twentieth (20<sup>th</sup>) year of service. Total of the additional vacation/compensatory time is sixty-five (65) hours a year.
6. “Retiring” Fire Fighters can use all sixteen (16) 24 hour days of compensatory time for cash payout in their final year of employment.
7. Manpower structure for Fire Department to be placed in an ordinance that uses language comparable to Police Department; “not to exceed”, “up to” or “not greater than” staffing levels of forty (40) man department, including Chief.
8. Union agreed to twenty-four (24) pay date structure – when all staff convert.

Chris DuFlocq  
Chris DuFlocq  
President, Fire Officers  
Village of Ridgewood Fire Department

Date: 4/21/11

Kenneth A. Gabbert  
Kenneth A. Gabbert  
Village Manager  
Village of Ridgewood

Date: 4-21-11

APPENDIX A

*Fire Officers who were promoted after January 1, 2000*

Fire Lieutenant											
Step	<u>1/1/2009</u>	<u>7/1/2009</u>	<u>1/1/2010</u>	<u>12/31/2010</u>	<u>1/1/2011</u>	<u>12/31/2011</u>	<u>1/1/2012</u>	<u>12/31/2012</u>	<u>1/1/2013</u>	<u>12/31/2013</u>	<u>1/1/2014</u>
1	99,948	101,447	103,983	105,543	108,181	109,804	112,549	114,238	117,093.95	118,850.36	121,821.62
2	102,700	104,240	106,846	108,449	111,160	112,828	115,648	117,383	120,317.58	122,122.34	125,175.40
3	105,450	107,032	109,707	111,353	114,137	115,849	118,745	120,525	123,539.15	125,392.24	128,527.04

Fire Captain											
Step	<u>1/1/2009</u>	<u>7/1/2009</u>	<u>1/1/2010</u>	<u>12/31/2010</u>	<u>1/1/2011</u>	<u>12/31/2011</u>	<u>1/1/2012</u>	<u>12/31/2012</u>	<u>1/1/2013</u>	<u>12/31/2013</u>	<u>1/1/2014</u>
1	110,103	111,755	114,549	116,267	119,174	120,961	123,985	125,845	128,991.13	130,925.99	134,199.14
2	113,018	114,713	117,581	119,344	122,328	124,163	127,267	129,176	132,405.40	134,391.48	137,751.27
3	115,928	117,666	120,508	122,417	125,478	127,360	130,544	132,502	135,814.55	137,851.77	141,298.06